

Last Revised: January \_\_, 2024

## VIDEO TERMS

THESE TERMS ESTABLISH AN AGREEMENT WITH YOU, AND YOU AGREE TO BE BOUND BY THESE TERMS WHEN YOU PROVIDE ANY VIDEO OR PHOTO TO US.

- 1. Introduction.** These Video Terms (“**Terms**”) constitute the entire agreement between you and Elite Outdoors LLC d/b/a The Outdoor Group Sales and Distribution (“**TOG**,” “**our**,” “**us**,” or “**we**”) with respect to all videos, photographs, images, audio recordings, works, text, materials, content, and information that provide or submit to us or our affiliates, including your name, image, and likeness that is incorporated into the foregoing (collectively, the “**Content**”).
- 2. License; Waiver.** You hereby grant to us, a worldwide, perpetual, irrevocable, royalty-free, sublicensable, assignable, non-exclusive license, under your rights of publicity, privacy rights, trademark rights, copyrights and other intellectual property rights (including moral rights and attribution rights), to reproduce, prepare derivative works of, modify, distribute copies of, perform, display, use, copy, publish, and commercialize the Content in any and all forms and mediums. You hereby waive any and all of your rights to: (a) inspect or approve the finished or edited versions of any Content; and (b) require or receive any royalties, other compensation, credit, or attribution in connection with any Content.
- 3. Restrictions.** You will not provide or submit any Content to us that contains, displays, or exhibits any act involving nudity, partial nudity, sex, pornography, racism, sexism, hatred, bigotry, bullying, harassment, violence, assault, battery, illegal behavior, drug usage, guns, firearms, illegal items, or any other offensive or inappropriate conduct. Furthermore, you will not provide or submit any Content to us that infringes upon any third party’s intellectual property rights, privacy rights or other rights. You will comply with all applicable laws when creating and submitting Content to us.
- 4. Miscellaneous.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) IN NO EVENT WILL TOG BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM OR RELATING TO THE CONTENT, AND (B) TOG’S AND ITS AFFILIATES’ AND CONTRACTORS’ MAXIMUM LIABILITY RELATED TO THESE TERMS AND THE CONTENT WILL BE LIMITED TO TEN DOLLARS (\$10.00). You must be eighteen (18) years of age to provide Content to us. You agree not to submit Content to us if you are under that age. You hereby release, waive, discharge, covenant not to sue, defend, indemnify and hold harmless, TOG and its affiliates, employees and agents from and against any and all losses, claims, lawsuits, expenses and damages, including reasonable legal expenses, costs and attorneys’ fees, arising from your breach of these Terms. If any part or provision of these Terms is found to be unenforceable under applicable law, such part or provision will be modified to make these Terms, as modified, legal and enforceable. The balance of these Terms will not be affected. These Terms will be governed by the laws of the State of New York without giving effect to any conflict of laws principles, and the jurisdiction and venue for any legal action

related to these Terms will be exclusively located in the federal or state courts in Monroe County, New York.

End of Video Terms

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